1	CITY OF NORTH CANTON, OHIO
2	COMMUNITY IMPROVEMENT CORPORATION MEETING
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4	TRANSCRIPT OF
5	APRIL 8, 2020, MEETING
6	VIA TELECONFERENCE
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11	Transcript of Proceedings of the North Canton
12	Community Improvement Corporation, taken by me, the
13	undersigned, Laurie Maryl Jonas, a Registered Merit
14	Reporter and Notary Public in and for the State of Ohio,
15	at the North Canton City Hall, 145 North Main Street,
16	North Canton, Ohio, on Wednesday, April 8, 2020, at
17	9:06 a.m.
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24	Premier Court Reporting Canton 330.492.4221 Akron 330.928.1418
25	www.premierreporters.com

1	APPEARANCES:
2	(Present at City Hall)
3	Stephan B. Wilder, Mayor and President of CIC
4	Patrick A. DeOrio, Director of Administration and Secretary of CIC
5	Jina Alaback, Director of Finance and Treasurer of
6	CIC
7	Timothy L. Fox, Director of Law (nonvoting member)
8	(Present via teleconference)
9	Daniel Jeff Peters, Council President and Vice President of CIC
LO L1	Daryl Revoldt, Council Vice President, Chairman of Economic Development
2	Jane Nicholson, Member
.3	Timothy McCort, Member
4	Jon Zepp, Member
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1	MAYOR WILDER: Well, good morning, everyone.
2	This is the Wednesday, April 7, 2020 [sic]. The time
3	is 9:06. Calling the Community Improvement
4	Corporation, the CIC meeting to order. I'd just like
5	to doublecheck on the participants today. Today we
6	have Steve Wilder, president. That's me.
7	MR. DEORIO: We have to call the roll.
8	MAYOR WILDER: Calling the roll. Jeff
9	Peters?
10	MR. PETERS: Here.
11	MAYOR WILDER: Patrick DeOrio?
12	MR. DEORIO: Here.
13	MAYOR WILDER: Daryl Revoldt?
14	MR. REVOLDT: Here.
15	MAYOR WILDER: Jon Zepp?
16	MR. ZEPP: Here.
17	MAYOR WILDER: Jane Nicholson?
18	MS. NICHOLSON: Here.
19	MAYOR WILDER: Timothy McCort?
20	MR. MCCORT: Here.
21	MAYOR WILDER: Very good. And Jina Alaback?
22	MS. ALABACK: Here.
23	MAYOR WILDER: Okay. Our team is present.
24	I'd like a review of the minutes from
25	January 27, 2020. Have a motion to accept those

1 without any changes or unnecessary or necessary 2 corrections. 3 (inaudible.) MR. DEORIO: I would move that we -- identify 5 vourselves who made the motion and the second so -we have a court reporter here transcribing these 6 7 minutes. 8 MR. PETERS: Peters motions. 9 MS. NICHOLSON: Nicholson. Second. 10 MAYOR WILDER: I have a motion, a first and 11 Is there any other discussion on those? 12 no further discussion, it's been seconded for 13 approval. Would everyone say "aye." 14 ("Aye" in unison.) 15 MAYOR WILDER: Any opposed? Any abstentions? 16 Thank you for that. Motion has been carried for the 17 minutes of January 27, 2020. 18 On Item No. 2, I'd like to turn this over to 19 Mr. Patrick DeOrio, our secretary, to speak a little 20 bit on the demolition of 523 East Maple Street. 21 Mr. DeOrio. 22 MR. DEORIO: Yes. I want to bring everyone 23 kind of up to speed on where we are with some of 24 these properties, and I think when we get to Item 4 25 on the agenda we're going to be moving into executive session.

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But as far as the actions that we have already taken, the CIC acquired 523 East Maple Street. This property, a year ago, had been at auction and was purchased by an out-of-town owner from Michigan. It was bought sight unseen. they approached the city to determine what they need to do to move forward, our building department determined that the building was likely should be condemned and the property was not zoned for residential; it had lost its grandfathered status so the zoning on the property was office/business. owner was not going to do anything with the property other than just sit on it, absorb that loss. is, you know, a blighted home that we really need to do -- to get rid of, so the CIC stepped in, acquired the property for \$9,000 plus closing costs. It was purchased at auction for 18,000. So the owner did take a substantial loss on the property.

What we would like to do is take advantage of a program that is available through the Stark County Regional Planning Commission. They offer a demolition program for properties such as this. They need to be owned by the municipality or one of its assigns. And the CIC would fit that bill. We would

1 look to get a couple estimates, three estimates to 2 demo the building, and then if it's approved by the 3 regional planning commission they would reimburse us up to 50 percent, or half the demolition costs. So 5 in order to do that we would need to make an 6 application to them. And being the CIC is the titled 7 owner of the property, we would need to sign off from 8 the board to go that direction. 9 Future use of the property, I mean, there's 10 other -- for land banking we would hold on to it. 11 There's other properties that might be contiguous 12 that could become available. If we were able to even 13 just add one additional parcel to it, it would make 14 it a developable piece of property for its zoning. 15 Anybody like to weigh in? 16 MR. REVOLDT: We need to get it done. This 17 is Daryl. 18 We need -- we need to get this property 19 pulled down. 20 MR. PETERS: Peters agrees. 21 MR. DEORTO: Would someone care to make a 22 motion to apply to the Stark County Regional Planning 23 Commission for demolition assistance? 24 MR. REVOLDT: Daryl will move that an 25 application be made to Stark County Regional

1	Planning.
2	MAYOR WILDER: We have a motion on the floor.
3	Could I have a second to that motion?
4	MS. ALABACK: I'll second.
5	MAYOR WILDER: Jina Alaback seconds that.
6	Is there any further discussion or comments
7	on that? If not, shall we do a roll call? Let's do
8	a roll call approval for us to go forward with that
9	motion.
10	President Wilder says yes.
11	Jeff Peters?
12	MR. PETERS: Yes.
13	MAYOR WILDER: Patrick DeOrio?
14	MR. DEORIO: Yes.
15	MAYOR WILDER: Daryl Revoldt?
16	MR. REVOLDT: Yes.
17	MAYOR WILDER: John Zepp?
18	MR. ZEPP: Yes.
19	MAYOR WILDER: Jane Nicholson?
20	MS. NICHOLSON: Yes.
21	MAYOR WILDER: Timothy McCort?
22	MR. MCCORT: Yes.
23	MAYOR WILDER: Jina Alaback?
24	MS. ALABACK: Yes.
25	MAYOR WILDER: The motion carries. Thank

you.

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The next item we'd like to present in discussion is the disposition of 430 North Main Street. Mr. DeOrio, bring us up-to-date on that, please.

MR. DEORIO: Yeah. So as you recall, approximately I believe it was November of 2018 the CIC acquired what was known as the Flickinger property at 430 North Main Street. We acquired that property at 190,000. There was an offer that had fallen through on that sale at that price. So some months later we moved in to acquire that. The -- we have put a little bit of money into it bringing it up to code. And it has remained in condition that it could be inhabited and utilized for a higher purpose. We've kept the property up, you know, utilities, that kind of thing.

So we have two things really kind of to discuss here today. One, it has to do with an intricacy of the zoning, and you heard me mention about the 523 East Maple and that had lost its grandfathered status. So in this case, the zoning on this property allows for residential living on the second floor; that was what it was zoned for. It had gotten a conditional use for that. And when we

acquired the property it had still had a tenant within the two years prior to our acquiring it so we were grandfathered when we bought it to have that there. But we're coming up on two years that we've owned it, and to the extent that we could get an occupant in it to keep that status, that would be a plus.

I had consulted with some realtors to determine what a fair market rent would be for the upstairs portion of that property. And was advised that for the two small bedrooms upstairs it's \$600 a month would be an appropriate rent. So as it turned out, there was an individual that was looking for a short-term rental of 90 to 120 days. They were in between apartments, and so we executed a short-term lease for \$600 a month on that property. Now, that gives us that grandfathered status that we need to keep moving forward. So I wanted to make you aware of that portion of it.

The other part now is that we do have a business that is interested in acquiring the property. And they have proposed relocating their business from Canton to North Canton. It's approximately 20 jobs. It's in the healthcare sector. Five of the 20 involve office personnel that

would be in the building during regular business The other 15 individuals are in the business of home health visits. And so they do not have a presence in the office on a -- on a regular or even hourly basis. They basically come in to pick up their paycheck. So it's kind of what we would hope that we could move in there. They have been in there, they like the property and they had asked us if we were interested in selling. They proposed acquiring it under a land contract. So they had put together some terms for that. Being that we didn't have the expertise on a land contract, we contracted with a local real estate attorney to draft up, on behalf of the CIC, a land contract with all the terms and conditions from the proposed buyer incorporated with all the protections that the CIC should have in doing that.

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So what I really need to know from the board is, do you wish to pursue selling this on a land contract basis or would you prefer not to and just hold out for a traditional sale? The land contract basis puts the CIC in the position where they're acting as the bank and we're in essence, you know, giving title to the — to the other party if they execute fully on their promise to pay. We agreed on

a purchase price of 200,000. They would put
10 percent down and then make monthly payments of
\$1,243.05, which has a rate of interest equal to
3 percent. So 1,243.05 a month, 3 percent interest,
and they put 20,000, or 10 percent, down and in
essence we would be financing the rest. We would be
carrying that note.

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If we decide to go down the land contract route, it would be advisable for us to have Jeff Haskett step in. We talked with Jeff before. He was previously with the Stark Development Board. He's an independent businessperson, or at least runs a consulting business of his own. He has offered to help us do the due diligence on the buyer; you know, some type of credit check. We have to know who we're selling it to, that kind of thing, just as standard procedure. I don't suspect anything wrong here in that respect, but just as due diligence for the board we should move that direction.

So I didn't want to get too far down without knowing what the board wanted to do to cover our base. I did give the buyer a copy of the land contract that we had drawn up. I have not had any further discussions with them other than to say, you know, we needed to have a board meeting first and

1 then see what the board's inclination was before we 2 got too far down, but I did give them a copy of it so 3 they could, you know, have their legal team look at 4 it, that kind of thing. So I'd like to, you know, 5 get some input and answer any questions on this so 6 that we could get some kind of direction. 7 MAYOR WILDER: The floor is open. 8 MS. ALABACK: How many years was the 9 repayment? 10 MR. DEORIO: The repayment was for -- great 11 question. Jina Alaback asked for how long would the 12 payments go on, and it's 15 years and there would be 13 a balloon at the end. 14 MR. REVOLDT: Could you repeat that, Patrick? 15 15 years with a balloon at the MR. DEORIO: 16 end, I believe. Yes. That's correct. 15-year 17 amortization schedule. 18 MS. ALABACK: The company will do and make 19 any improvements to the building? 20 MR. DEORIO: Yes. Under the land contract, 21 the owner, the land contract owner, would be 22 responsible for all improvements that they would want 23 to make to the property, maintenance of the property. 24 You know, general upkeep. It's really as if they own 25 It's just that we are acting as the bank for the it.

financing on it. In the event that they miss a 1 2 payment -- this is what's typical in land installment 3 contracts -- is that you miss a payment, you, in essence, forfeit your down payment. You forfeit all 4 5 the money that you paid towards it and the city could 6 take repossession of it. They would be required to 7 sign a quit-claim deed as part of the land installment contract, based on our legal counsel. 8 9 That way there's not a process of an eviction. 10 just, you know, reverts back to us and that. So 11 there's -- you know, for businesses that use these 12 and the buyer is very comfortable with this, they don't envision a situation where they're not able to 13 14 make the statements. They have been in business for 15 some time. 16 MAYOR WILDER: And they want to come to North 17 Canton. 18 MR. DEORIO: And they want to come to North 19 They want to move out of Canton and come to 20 North Canton, and it would be a nice reuse of that property. They have the ample parking in the back. 21 22 We -- at a previous meeting, we had given 23 authorization to have some testing done on the property as part of the Hoover District when the EPA 24

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was having some -- at the end of last year, beginning

1 of this year, doing some additional testing to be able to move that project along, they retested all 3 the properties around there. They asked to test on 4 our property. They did. Everything turned out okay 5 from the environmental standpoint there, but it's -it would be a nice addition, put new signage out 7 front and see some activity there. 8 MAYOR WILDER: Any other thoughts or 9 concerns, folks? 10 MR. REVOLDT: I think -- this is Daryl. 11 I think one of the driving considerations for 12 the property's acquisition was potential to help with 13 the relocation of the safety building and I think we 14 have moved beyond that. So I don't have a problem --15 I don't have a problem selling it off. 16 Jina, a question. We're going to track --17 this balance sheet is tracked through the finance 18 department; correct? 19 MS. ALABACK: Yes. 20 MR. REVOLDT: We're going to be in a position 21 to set up an account and administer this? 22 The CIC has a separate MS. ALABACK: Yeah. 23 account. 24 MR. REVOLDT: Right. Which you monitor; 25 correct?

1 MS. ALABACK: Yes.

MR. REVOLDT: Okay.

MR. ZEPP: Yeah, I have a question. This is Jon Zepp.

One question I have, Pat, is have we gone back to the potential buyer and, I mean, I guess it depends ultimately on, you know, our purpose with the CIC. Do we want to hold a lot of properties or would we rather not. And in particular this property, if we thought, oh, maybe we don't want to do the land contract, we would rather have a purchase, have we pushed back at all on the interested party and said, you know, we would rather have a purchase? Has that been part of the discussion at all?

MR. DEORIO: No. Jon, it hadn't. The buyer had approached me and asked if we would be interested in it and I said that, you know, it's really a board decision but that I didn't feel there was any reason to automatically rule that out. Why don't you put something together and let us see what you like.

And there's some -- there is some meter and value in what you say, Jon, that one of the options could be if we push back and maybe that's -- they just don't want to do this other than this way then we would know where we are and figure that out. Or

if -- if we had to, would they be interested in a 1 2 lower price if they were able to obtain traditional 3 financing so the CIC would just have the entire sale of the assets available, just for conversation. 4 5 MS. ALABACK: I don't know that the price would change. Shouldn't matter who the bank is. Ι 7 would think the bank loans would actually have a 8 lower rate at this point in time. I don't know what 9 their qualifications are. 10 And then my other question was along the lines of Jeff's question -- or sorry, Jon's question. 11 12 Does the CIC have need to have that money? 13 MR. DEORIO: In my opinion, the CIC -- I would love to see the CIC have the full sale price. 14 15 But we have other things that we're going to talk 16 about in executive session. But yes. So would it be 17 the board's favor that we should first attempt to 18 discuss with the proposed buyer that we would prefer 19 to do a --20 MAYOR WILDER: Sale. 21 MR. DEORIO: -- a straight sale? And then 22 see where we go from that. And likely we're going to 23 have to reconvene next week anyway to pick up another

matter so we might be able to have some more

information next week then.

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1	MAYOR WILDER: Why don't we do that. Why
2	don't we make that proposal and inquiry with the
3	company that's interested in the property, Jon, and
4	then we can have that information for our next
5	meeting. What do you think?
6	MR. ZEPP: I think that's a good idea. I
7	happen to know the individual. I had met him I
8	don't know him very well, but just having met him I
9	think there might be some, at least, discussion point
10	there if that's what the CIC prefers. There might be
11	some play in the conversation. Worth having a
12	conversation, I think, at the very least.
13	MAYOR WILDER: Very good. And Jina brings up
14	the insurance rates being
15	MR. DEORIO: Interest. Interest rates.
16	MAYOR WILDER: interest rates being
17	affordable, so why don't we go ahead. We'll table
18	that issue now for further discussion at the next
19	meeting.
20	MR. MCCORT: This is Tim McCort. If I can
21	make a comment.
22	MAYOR WILDER: Sure.
23	MR. MCCORT: Generally on a land contract the
24	buyer may be cash strapped. I mean, at times,
25	especially in the residential market, usually

usually it's, just like you say, especially interest 1 2 rates low right now, and the other thing is what's our long term? That is a pretty valuable spot on 3 Main Street, and to me right now, to rent it to that 4 5 business might be a little better option, that we 6 have the option to dictate what happens with the property, because once we sell it, it's gone. 7 the concern, you know, but we also have to be aware 8 9 of those jobs. That's a huge issue also. That's a good point. 10 MAYOR WILDER: That's a 11 point well taken. 12 MR. DEORIO: In conversation with the 13 proposed buyer, leasing was not an option. They have 14 always owned the property that they have been in and 15 would prefer to own the property. 16 MR. REVOLDT: This is Daryl. 17 This is, I quess, a question for Jina. 18 would have five fixed jobs at the site, 20 others. Would all 25 of those be taxed inside the 19 20 municipality or just the five? 21 MS. ALABACK: There is a municipal income tax 22 rule called your principal place of employment. 23 if their principal place of employment is the office, 24 then yes, we would have all 20 jobs.

MR. REVOLDT:

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But if they're home healthcare

aides, what would they --1 MS. ALABACK: Their base -- I would ask how 2 they're doing it now, but I would assume it would be 3 I would think it would be where the office Canton. 4 is where they get their supplies from, right, all of 5 6 those things. MR. DEORIO: Right. Their office that they 7 have in Canton, you know, they pay the 2 1/2 percent. 8 MR. REVOLDT: Okay. That's actually a pretty 9 10 good deal for the employees then. They're going to 11 get a 1 percent raise. MR. DEORIO: And be in a nicer community. 12 MR. REVOLDT: Yeah. Yeah. But to Tim's 13 point, I think this is -- this is 25 jobs. It's not 14 15 something that we create regularly and, you know, I think part of our strategy is -- again, is to have --16 17 is to have employment on Main Street. Okay. Well, then we won't take 18 MR. DEORIO: any action on this. We'll revisit it next week. 19 20 MAYOR WILDER: Thank you, everybody. For the 21 update on property acquisitions, we're going to move into an executive session for information. So I'll 22 need a motion to move into executive session. 23 MS. ALABACK: So moved. 24 25 MR. DEORIO: Second.

1	MAYOR WILDER: Jina
2	MR. DEORIO: Second. DeOrio.
3	MAYOR WILDER: moves, DeOrio seconds. Can
4	I have a roll call vote to move into executive
5	session? Wilder, yes.
6	Alaback?
7	MS. ALABACK: Yes.
8	MAYOR WILDER: McCort?
9	MR. MCCORT: Yes.
10	MAYOR WILDER: Nicholson?
11	MS. NICHOLSON: Yes.
12	MAYOR WILDER: Zepp?
13	MR. ZEPP: Yes.
14	MAYOR WILDER: Revoldt?
15	MR. REVOLDT: Yes.
16	MAYOR WILDER: DeOrio?
17	MR. DEORIO: Yes.
18	MAYOR WILDER: And Peters?
19	MR. PETERS: Yes.
20	MAYOR WILDER: Thank you.
21	MR. YOUNG: At this time I'm going to cut the
22	stream, and for any members of the public currently
23	watching on YouTube it's going to give you a loading
24	screen for the duration of executive session.
25	(CIC entering into executive session.)

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1	MAYOR WILDER: We're going to request a						
2	motion to move out of the executive session. Could I						
3	have a motion, please.						
4	MR. REVOLDT: So moved.						
5	MR. DEORIO: Second.						
6	MAYOR WILDER: Second by Patrick, moved by						
7	Daryl. Roll call vote?						
8	MR. DEORIO: Or voice vote.						
9	MAYOR WILDER: Or voice vote on this one. We						
10	allow a voice vote. All in favor, say "aye."						
11	("Aye" in unison.)						
12	MAYOR WILDER: Opposed? Motion carries. We						
13	are back in session and out of executive session with						
14	no action taken at this time.						
15	If no further business to come before the						
16	CIC, I'll move for a motion to adjourn.						
17	MR. DEORIO: So moved.						
18	MR. REVOLDT: So moved.						
19	MR. DEORIO: Second.						
20	MS. NICHOLSON: Second. Nicholson.						
21	MAYOR WILDER: Thank you. All in favor, say						
22	"aye."						
23	("Aye" in unison.)						
24	MAYOR WILDER: And opposed? Motion carries.						
25	We stand adjourned. Thank you, everyone, for your						

1	time and attention.
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3	(Meeting adjourned at 10:26 a.m.)
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1	CERTIFICATE
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3	OTTABLE OF OUTO
4	STATE OF OHIO))SS
5	STARK COUNTY)
6	I, Laurie Maryl Jonas, a Registered Merit Reporter and Notary Public in and for the State of Ohio, duly
7	commissioned and qualified, do hereby certify that this meeting was by me reduced to Stenotype and afterwards
8	prepared and produced by means of Computer-Aided Transcription, and that the foregoing is a true and
9	correct transcription.
10	I further certify that this meeting was taken at the time and place in the foregoing caption specified.
11	I further certify that I am not a relative,
12	employee of or attorney for any party or counsel, or otherwise financially interested in the event of this
13	action.
14 15	I do further certify that I am not, nor is the court reporting firm with which I am affiliated, under a contract as defined in Civil Rule 28(D).
16	IN WITNESS WHEREOF, I have hereunto set my hand
17	and affixed my seal of office at Canton, Ohio, on this 14th day of April, 2020.
18	
19	Laurie Maryl Jones, MR & Notary Public.
20	My commission expires January 6, 2022.
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MAYOR WILDER: [45]	4	15/14 18/19 18/24 19/5	aye [6] 4/13 4/14 21/10	1/15 1/16 1/24 9/23
MR. DEORIO: [26]	430 [2] 8/3 8/9	21/10 21/21	21/11 21/22 21/23	9/23 13/17 13/19 13/19
MR. MCCORT: [5]		allow [1] 21/10	В	13/20 19/4 19/8 23/16
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MR. PETERS: [5] 3/10	523 [3] 4/20 5/3 8/21	already [1] 5/3		carried [1] 4/16
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MR. REVOLDT: [16] 3/14 6/16 6/24 7/16		always [1] 18/14	balloon [2] 12/13 12/15	carrying [1] 11/7
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MR. YOUNG: [1]	able [5] 6/12 13/13	answer [1] 12/5	based [1] 13/8	Chairman [1] 2/10
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MR. ZEPP: [5] 3/16	about [2] 8/21 16/16	4/15 7/6 11/23 12/5	basis [3] 10/5 10/20	changes [1] 4/1
7/18 15/3 17/6 20/13	absorb [1] 5/14	12/19 14/8 15/18 19/19	10/22	check [1] 11/15
MS. ALABACK: [13]	abstentions [1] 4/15	20/22 23/12	be [34]	CIC [22] 2/3 2/4 2/6 2/9
3/22 7/4 7/24 12/8	accept [1] 3/25	Anybody [1] 6/15	because [1] 18/7	3/4 5/3 5/16 5/25 6/6
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MS. NICHOLSON: [5]	acquired [5] 5/3 5/16	apartments [1] 9/15	10/7 13/14 15/14 18/14	20/25 21/16
3/18 4/9 7/20 20/11	8/8 8/9 9/1	APPEARANCES [1]	before [3] 11/10 12/1	city [5] 1/1 1/15 2/2 5/7
21/20	acquiring [3] 9/2 9/21	2/1	21/15	13/5
\$	10/10	application [2] 6/6	beginning [1] 13/25	Civil [1] 23/15
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